

United States of America
Department of the Interior
National Park Service

**INTERIM
CONCESSION PERMIT**

PERMIT NO. CP-GLAC004-98 **This Concession was previously authorized pursuant to Concessions Permit CC-GLAC004-96**

NAME OF CONCESSIONER: Cris Gayner

dba: Glacier Wilderness Guides

ADDRESS: Post Office Box 535

CITY,STATE,ZIP: West Glacier, Montana 59936

PHONE NUMBER: (406) 387-5555 (Area Code and Number)

The above, hereinafter referred to as "Concessioner", is hereby authorized and agrees to provide the following:

A. SCOPE OF SERVICES

1. Overnight accommodations to the public within Glacier National Park.
2. A reservation system for accommodating advance requests for accommodation at the Granite Park Chalet. The reservation system will accept reservations by phone, mail and computer on a year round basis. At minimum, reservations will be taken five days per week in winter and seven days per week during June, July, August and September. A toll free number accessible from anywhere in the United States and Canada will be provided for making reservations. Reservations staff will be familiar with and fully trained in visitor service and knowledge about Glacier National Park and the surrounding area. Cash, personal checks, traveler's checks and all major credit cards will be accepted as payment.
3. Cooking facilities that allow guests to prepare their own meals.
4. Facility oversight that controls guest use of facilities and disposal systems in accordance with an Operating Plan.

The Concessioner is also required to offer a limited number of commercially packaged snacks and items such as commercially packaged "freeze-dried" backpacking meals and limited first-aid supplies as approved by the Superintendent.

For an additional fee of \$10.00 per night per person, optional full linen service will be provided to guests.

The Concessioner is authorized to provide transportation to the trailheads for access to Granite Park Chalet to overnight guests only.

B. FACILITIES

The concessioner will provide the above services at the following location:

Granite Park Chalet, Glacier National Park, Montana

1. **TERM:** This permit shall be for the term of ten (10) months, beginning January 1, 1998 through October 31, 1998, subject to the following terms and conditions:

2. **RIGHT OF PREFERENCE IN RENEWAL** No right of preference of renewal will be conveyed with this permit. This is a one year only permit.

3. **POSSESSORY INTEREST:** There will be no possessory interest acquired.

4. **REVOCATION.** It is expressly understood and agreed that this permit may be revoked or amended at any time at the discretion of the Director without any liability accruing to the Secretary of the Interior for the Concessioner's loss of gross receipts for any remaining operating period under the term of the permit.

5. **TRANSFER OR ASSIGNMENT.** The Concessioner shall neither transfer nor assign this permit, nor grant any interest or privilege therein without prior written approval of the Director.

6. **FACILITIES AND SERVICES.** (a) The Concessioner shall maintain and operate the concession in such manner as the Director may deem satisfactory and shall provide the plant if not provided by the Service and the personnel, equipment, goods, and commodities necessary therefore. A Maintenance Plan and an Operating Plan which more specifically describes the Secretary's requirements will be developed and reviewed on an annual basis. Adjustments to the Maintenance or Operating Plans may be made by the Superintendent as required. The Maintenance and Operating Plans established by the Superintendent shall not amend or alter the material rights and liabilities of the parties to this PERMIT.

(b) The Secretary reserves the right to determine and control the nature, type and quality of merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health. The Concessioner shall, as a part of complying with the National Park Service's Safety and Occupational Health Policy, develop, maintain, and implement a written Documented Loss Control Management Program, to be approved by the Superintendent acting through Director.

7. **RATES.** (a) All rates and prices charged to the public by the Concessioner shall be subject to regulation and approval by the Service. A schedule of rates shall be filed in duplicate with the Director and shall be adhered to until a revised schedule is approved.

(b) The Concessioner will provide Federal employees conducting official business reduced rates for essential lodging and other specified services in accordance with procedures established by the Director.

8. **LANDS AND BUILDINGS.** The Director, retaining right of entry, hereby assigns for use by the Concessioner:

Approximately one (1) acre and the government buildings listed on Exhibit B with the exception of the living quarters located in Building 144.

9. **UTILITIES.** The Director may furnish utilities to the Concessioner, for use in connection with the operation authorized hereunder, when available, at reasonable rates to be fixed by the Director in his discretion and which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Director in effect at the time of billing.

10. **ACCOUNTING RECORDS AND REPORTS.** The Concessioner shall maintain such accounting records as may be prescribed by the Service. It shall submit not later than **March 1**, a financial report for the preceding year in the format prescribed by the Service and such other data as may be required by the Service. Certain of this information may be released to the public pursuant to the provisions of 36 C.F.R. Part 51.8. The Concessioner's

system of accounts classification shall be directly related to the Concessioner Annual Report Form issued by the Secretary. The Service shall have the right to examine the Concessioner's records to verify all such reports. The Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of five (5) calendar years after the close of the business year of the concessioner, have access to and the right to examine any pertinent books, documents, papers, and records of the Concessioner related to the permit or permits involved.

11. FEES. For the term of this permit, the Concessioner shall pay to the Director for the privileges granted herein as follows:

(a) A sum equal to **TWO percent (2%)** of the Concessioner's annual gross receipts, as herein defined, for the operating year authorized pursuant to the permit. Also, a sum equal to **\$350.00** for the use of the government owned structures assigned to the Concessioner per Exhibit B.

(b) This Franchise Fee (including Building Use Fee) shall be due on an annual basis and shall be paid no later than **September 30** each year. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) In addition to Franchise and Building Use Fees, fees for Service operation of the utility systems will be payable on a monthly basis with the first payment due to the National Park Service on or before **July 15**, the second payment due on or before **August 15** and the third and final payment due on or before **September 15** annually. Total annual utility fees due will be identified in the Maintenance Plan.

(d) An interest charge will be assessed on overdue amounts for each 30 day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual along with current administrative fees for late payments.

(e) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales, for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this permit, and excluding gross receipts from the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), (Charges for employees' meals, lodgings, and transportation) cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin-operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

12. INSURANCE AND INDEMNITY.

(a) **GENERAL.** The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage, of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, sub-contractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Director.

The Concessioner shall, prior to **June 15** each year, provide the Director with a Statement of Concessioner Insurance and Certificates of Insurance as evidence of compliance with this section and shall provide the Director thirty (30) days advance written notice of any material change in the Concessioner's insurance program

hereunder.

The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b) PROPERTY INSURANCE The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Director to be necessary to satisfactorily discharge the Concessioner's obligations under this permit and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and assigned Government Improvements in such amounts as the Director may require during the term of this permit. Those values currently in effect are set forth in Exhibit "C" to this permit.

Such insurance shall provide for the Concessioner and the United States of America to be named insured as their interest may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Director. The lien provision of Section 13 shall apply to such insurance proceeds.

The Concessioner shall purchase the following additional property coverages in the amounts set forth in Exhibit "C":

(8) N O N E

Additional Property Damage Requirements - Government Improvements, Property, and Equipment

The following additional requirements shall apply:

(1) The insurance policy shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of Government structures will not alter their character as Government structures and the Concessioner shall gain no possessory interest therein.

(c) PUBLIC LIABILITY The Concessioner shall provide Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than (\$300,000) per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

From time to time, as conditions in the insurance industry warrant, the Director reserves the right to revise the minimum required limits.

All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

The Concessioner shall also obtain the following additional coverages at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:

(1) Automobile Liability:

Concessioner operated vehicles either owned, non-owned, leased, and/or hired vehicles used solely by Concessioner employees within the boundaries of Glacier National Park:

Coverage Amount: In amounts as required by State Law

(2) Workers' Compensation:

It is the policy of the United States that all persons engaged in providing the services authorized by this contract must be provided with Workers' Compensation insurance in accordance with the provisions of State Law.

13. BOND AND LIEN: The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon faithful performance of the permit, in such form and in such amount as the Secretary may deem adequate, not in excess of Five Thousand Dollars (\$5000.00). As additional security for the faithful performance by the Concessioner of all of its obligations under this permit, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government, shall have at all times the first lien on all assets of the Concessioner within the area.

14. NONDISCRIMINATION. The Concessioner shall comply with the following requirements:

(a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967;

(b) Title V, § § 503 and 504 of the Rehabilitation Act of September 26, 1973, 29 U.S.C. § 793, as amended in 1978;

(c) 41 C.F.R. Part 60-2 prescribing affirmative action requirements for contractors and subcontractors;

(d) the Age Discrimination in Employment Act of December 15, 1967 as amended, 19 U.S.C. § § 621-634; and

(e) the Architectural Barriers Act of 1968, 42 U.S.C. § § 451-4156, which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals and to make facilities accessible to or usable by handicapped persons so that they will not be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by an Executive agency or by the United States Postal Service.

(f) Americans with Disabilities Act, 42 U.S.C. § 12102 et seq. (ADA), and 49 C.F.R. § 38 Subpart (A, B, G, and H).

The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment and use of their facilities. Regulations heretofore promulgated are set forth in Exhibit "A" attached hereto and made a part hereof.

15. ADVERTISING. The Concessioner's brochures, advertising, literature, and other materials shall accurately reflect the services authorized and conducted under this permit. Literature distributed in Glacier National Park shall not include information on commercial activities conducted outside the Park. Proposed brochures are subject to the Superintendent's prior approval and are subject to be withdrawn from use if found to be inaccurate.

16. PROPERTY ACCOUNTABILITY. The Concessioner shall be accountable to the Secretary for the real and personal property assigned to it hereunder, and shall be responsible for the repair, replacement and maintenance of such property as may be necessary to maintain same in good and operable condition subject to Section 3 of this

permit. Exhibit "D" to this permit lists the government owned personal property that is assigned to the Concessioner for use in the operation of the services authorized hereunder. All expendable personal property replaced or purchased by the Concessioner shall be the property of the Concessioner. Personal property owned by the government which has been replaced by the Concessioner shall be returned to the government for disposal. Interest in government-owned equipment replaced by the Concessioner will be retained by the government. All improvements to government structures shall become the property of the United States.

17. GENERAL PROVISIONS. (a) Operations under this permit shall be subject to the laws of Congress governing the area and rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated.

(b) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(c) Reference in this permit to the "Director" shall mean the Director of the National Park Service, and the term shall include his duly authorized representatives. Reference in this permit to the "Secretary" shall mean the Secretary of the Department of the Interior. Reference in this permit to the "Service" shall mean the National Park Service. Reference in this permit to the "Superintendent" shall mean the Superintendent of Glacier National Park or his/her authorized representatives.

(d) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise herefrom but this restriction shall not be construed to extend to the permit if made with a corporation or company for its general benefit.

The special provisions of this permit are set forth in Exhibits A, B, and C.

Dated at **Glacier National Park**, Headquarters this 21 day of Nov 1997.

UNITED STATES OF AMERICA

BY Cris C. Gayner

TITLE President

DATE 11/21/97

By Charles R. Farabee
Superintendent
Glacier National Park

EXHIBIT "A"

CONCESSION AUTHORIZATION NO.: CP-GLAC004-98

NONDISCRIMINATION SECTION I REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC

A. EMPLOYMENT: During the performance of this concession permit the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Director setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Director, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession permit with any of such rules, regulations, or orders, this concession permit may be canceled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contract in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October

13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through (8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "Contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Director.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II

ACCESSIBILITY

Title V, Section 504 of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the United States Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or services to beneficiaries of the recipient's program;
6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.

PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT "B"

**GOVERNMENT-OWNED STRUCTURES ASSIGNED TO
GLACIER WILDERNESS GUIDES, INC.**

Pursuant To

CONCESSION PERMIT CP GLAC004-98

<u>Building Number</u>	<u>Description</u>	<u>Annual Fee</u>
799	Dormitory	
800	Kitchen/Dining Room	
114	Comfort Station (with exception of living quarters)	
	Composting Toilet	
Total amount due pursuant to subsection 10 (a).		\$ 350.00

UNITED STATES OF AMERICA

By

Title_____

Date_____

Superintendent

EXHIBIT "C"

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

CONCESSIONER: GLACIER WILDERNESS GUIDES, INC

CONCESSION PERMIT: CP-GLAC004-98

The replacement costs set herein are established for the sole purpose of insuring adequate property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

Insurance

Replacement	<u>Building No.</u>	<u>Description</u>	<u>Value</u>
799		Dormitory (775 sq. ft.)	\$ 108,594
800		Kitchen/Dining Room (5,375 sq. ft.)	<u>719,897</u>
			\$ 828,491

Revised 2/04

EXHIBIT "D"

GOVERNMENT OWNED FURNITURE, FIXTURES AND EQUIPMENT ASSIGNED TO

GLACIER WILDERNESS GUIDES, INC.

Pursuant to

CONCESSION PERMIT CP GLAC004-98

Item

- 56 Beds, oak "bunk" style
- 44 Twin mattresses- 35 vinyl covered, 9 cloth covered
- 2 Propane Refrigerator
- 1 Chest style freezer
- 1 Wood burning stove
- 2 Propane fueled ranges, configured as one unit
- 1 Propane fueled griddle
- 20 Folding "Director" chairs (9 broken)
- 14 Benches (for large dining room tables-8 large, 6 smaller)
- 4 Tables, large 8 person tables
- 4 Tables, small wooden tables
- 14 Small bedside tables
- 1 Wood cabinet sewing machine (condition unknown)

As of 8-9-97

MAINTENANCE PLAN
GLACIER WILDERNESS GUIDES, INC.
AND GLACIER NATIONAL PARK - NATIONAL PARK SERVICE
GRANITE PARK CHALET
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Exhibit 1 - Land Assignment Maps
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Exhibit 3 - Pest Management Directive

MAINTENANCE PLAN
Between
GLACIER WILDERNESS GUIDES, INC. – GRANITE PARK CHALET
and
GLACIER NATIONAL PARK - NATIONAL PARK SERVICE

This Maintenance Plan generally describes the maintenance portion of the operation of accommodations, facilities, and services authorized by the permit at a level the Service deems satisfactory in accordance with the provisions of the permit. It shall serve as a supplement to the current concession permit between Glacier Wilderness Guides, Inc., (Concessioner) and the National Park Service (NPS), but is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the permit.

In the event of any apparent conflict between the terms of the concessions permit and this maintenance plan, the terms of the concessions permit will prevail. This plan is intended to be a working document which will be reviewed annually and remain in effect until superseded or amended.

I. GENERAL MAINTENANCE RESPONSIBILITIES

The Concessioner, Glacier Wilderness Guides, Inc., is responsible for the operation, general maintenance and repair of all buildings and facilities, grounds, and related equipment within their assigned area. The facilities include kitchen and dining room, guest and employee sleeping rooms, and a portion of the former comfort station building containing shower and storage room. Maintenance, operation, repainting, and repair shall be carried out by the Concessioner on a timely basis to ensure a safe and well-maintained appearance.

The Chalet was constructed around 1914 by the Great Northern Railroad and is currently on the National Register of Historic Structures as a National Historic Landmark. This historic designation places certain restrictions on the type of repair and maintenance which can be performed on the structures. Therefore, the Concessioner must consult with the Superintendent prior to performing repair/maintenance responsibilities. Any proposed maintenance or repair of a building or facility and the proposed materials used must first be approved by the Superintendent.

A. Assigned Area

Lands assigned to the Concessioner are identified on the enclosed "Land Assignment Map" (Exhibit No. 1).

B. Government-Owned Structures Assigned to the Concessioner

Government-owned structures assigned to the Concessioner for use under the concession permit are identified in Exhibit B to the permit.

C. Access to Concession Facilities

The park Superintendent or his designated representative shall have access to all Concessioner facilities at all times to conduct periodic evaluations and inspections.

D. Project Review and Compliance

Written notification and approval is required for improvement, modifications or maintenance projects that change the nature or appearance of any historic facility or site. This does not apply to routine work which does not change the nature, appearance, or value of a facility or site.

The Concessioner shall submit plans for all proposed work or actions affecting these historic facilities or sites to the Service to ensure compliance with laws, policies, and guidelines, including the National Environmental Policy Act (NEPA) and the National Historic Preservation Act of 1966, as amended. This applies to any undertaking that may affect a historic structure, historic district, cultural landscape, archeological site, or historic object or furnishing.

The Concessioner must document proposed actions using the "Proposed Project Review Form" (Attachment No. 2). Inclusion of all detailed information regarding the proposed project will expedite the review and approval process. Service representatives will provide guidance to the Concessioner on the preparation of the form if requested. The proposed project may be reviewed by the Service cultural resources staff at the park and regional level, the State Historic Preservation Officer, and the Advisory Council on Historic Preservation and the NEPA Coordinator for the park. Service approval is required prior to undertaking the proposed action.

E. Trails

The NPS will maintain all trails within the Concessioner's assigned area as budgets allow. Informal social trails will be closed and revegetated where possible. The Concessioner's cooperation is expected in this regard. Trails to and from the Chalets may be closed during the season for reasons of resource protection, visitor safety or emergency conditions.

F. Grounds

The Concessioner will ensure all grounds within the assigned area are kept free of litter and debris, well maintained, uncluttered, and present a neat appearance at all times. This will include all facilities assigned to the Concessioner and all areas for which the Concessioner is responsible for as outlined in the land assignment. Undeveloped or unsurfaced areas will be maintained in their natural state.

G. Garbage and Trash

The Concessioner shall ensure that refuse is stored in areas which are rodent-proof, waterproof, and bear-proof. Concession employees are responsible for keeping all assigned areas clean of litter and trash. The Bear Management Plan pertaining to garbage handling by residents and businesses shall apply to the Concessioner. The Concessioner is responsible for providing suitable refuse receptacles, liners, if required for the receptacles, and for maintaining them in a clean and presentable manner. Refuse must be packed out of the area, removed from the park and disposed of in a manner approved of by the Superintendent. Guests should be encouraged to pack out what they pack in to reduce garbage accumulation. Some paper garbage may be appropriate for burning in the wood stove, however, foil, plastic and other substances should not be burned at the Chalet.

H. Public Signs

Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, well maintained, and meet standards of the Park Sign Plan. Hand written signs, for other than short term emergency situations, are not acceptable. Signs shall be prepared in a professional manner, consistent with NPS standards, appropriate for the purpose they serve and approved by the Superintendent prior to installation. National Park Service public notice signs (high fire hazards, trail regulation, and information-type signs) will be provided by the NPS. If Concessioner's signs are made by NPS, the Concessioner will be billed, and special conditions may apply.

I. Public and Other Areas

The Concessioner shall ensure that the kitchen/dining room, and other spaces are clean and well maintained.

II. STRUCTURES AND FURNISHINGS

A. Concessioner Responsibilities

Although it is not anticipated that the following will be necessary in the initial term of the permit, the Concessioner will be responsible for all interior and exterior routine maintenance on the government-owned fixed structures assigned to the Concessioner. Routine maintenance does not include projects such as total replacement of roofs and wood floors. The Concessioner will also be responsible for the repair and replacement of furnishings normally considered personal property, which are currently owned by the government. The following list is illustrative, not all inclusive, of the responsibilities assigned.

1. Interior/exterior painting (the color and quality of the paint will be approved by the NPS). (Not required in 2004)
2. Maintaining interior finishes. (Not required in 2004)
3. Maintenance and repair of lighting and propane systems. (Minor repairs and general maintenance only in 2004 in consultation with the NPS)
4. Repair and maintenance of plumbing and plumbing fixtures in consultation with the NPS. (Minor repairs and general maintenance only in 2004 in consultation with the NPS)
5. Repair and maintain all stairways, railings, and porches attached to the structures in consultation with the NPS. (Minor repairs and general maintenance to address life safety threats only in 2004 in consultation with the NPS)
6. Maintenance or refinishing of all floors, floor coverings, and walking surfaces within the buildings (with the exception of spalling or cracking of concrete and full replacement of wood floors). (Minor repairs and general maintenance only in 2004 in consultation with the NPS)
7. Servicing and replacement of kitchen ranges, refrigerators, freezers, stoves, and other appliances. Servicing should be limited to simple adjustments. Servicing beyond this will require consultation with the NPS or authorized propane repair service to protect the equipment. (Limited to minor adjustments in consultation with the NPS for 2004)
8. Purchase and replacement of cooking utensils, dishes, and flatware used by the Concessioner.
9. Refinishing and replacement of tables, benches, chairs, bedframes, counters, and other furnishings including mattress replacement when needed. (Minor repairs and general maintenance only in 2004 in consultation with the NPS)

B. Service Responsibilities

The NPS will be responsible for all structural maintenance on the government-owned fixed structures assigned exclusively to the Concessioner as budgets allow. Those responsibilities are further defined as

follows:

1. Foundations, supports, and joints under the lowest sub-floor and interior load-bearing structures.
2. Full replacement of shingle, shake, or composition roofs.
3. Exterior walks and trails to the foundation lines of the structure.
4. Maintenance of spalling concrete floors and full replacement of hardwood flooring.
5. Service and/or replacement of heating, plumbing, or electrical system only as required to comply with new safety or code regulations within a building.
6. Upgrading and modification of structures and utility systems to meet necessary health and safety codes.

III. UTILITIES

The NPS will be responsible for cleaning, maintaining and supplying the composting toilet at Granite Park. The NPS will assist with hook up of propane provided by the Concessioner to the propane systems operating the stoves, refrigeration and public area lighting. Propane and approved and certified propane canisters will be supplied by the Concessioner.

The NPS will monitor waste water disposal to ensure Concessioner is limiting disposal to less than 100 gallons per day.

Utility charges of \$27,017 will be assessed the Concessioner for 2004. *(This may be modified if season is extended.)* This payment will be paid in monthly installments as follows: \$9,005.66 due July 15; \$9,005.67 due August 15; and \$9,005.67 due September 15.

IV. OTHER

A. Opening and Closing Facilities

The opening and closing of facilities will be accomplished in an orderly manner. The Concessioner will give the NPS at least two weeks notice of these dates. Actual opening and closing dates may be influenced by weather patterns, snowloads, and trail conditions.

At the end of the season, the Concessioner will:

1. Store mattresses and other appropriate supplies in the rodent proof storage room.
2. Clean facilities and grounds.
3. Fill propane and secure any canisters that are to remain on site. Remove other canisters.
4. Stack wood for the wood stove inside the main building or in an appropriate location on the north side of the building.
5. Remove all foods and garbage from the park. Secure any other supplies that will remain at the Chalet to protect from rodents, insects and other wildlife.
6. Secure and store away or remove other equipment as appropriate.
7. Shutdown and securing of the buildings as appropriate.

The NPS will:

1. Assist Concessioner in removing back railings.
2. Assist Concessioner in installing shutters on the windows.
3. Close down composting toilet.

B. Joint Inspections

Joint inspections of all assigned structures and facilities will be undertaken by the Concessioner and the NPS on an annual basis. The inspections will take place before or after the operating season to determine if the buildings are being adequately maintained and to determine the responsibility for required maintenance items.

C. Fire Safety

The Concessioner shall be responsible for the installation, maintenance, or replacement of all interior safety devices, fire protection equipment, and appurtenances. Smoke detectors and fire extinguishers must be provided as required in each government-owned building. Fire extinguishers must meet applicable NFPA standards. Chimneys and fireplaces are to be cleaned and maintained on a regular basis.

D. Removal of Hazard Trees

The NPS is responsible for removal of hazard trees within the Concessioners assigned area(s). The NPS maintenance person is the point of contact for reporting tree problems.

E. Rodent and Pest Control

Control of rodents and pests by chemical or other means is subject to NPS approval and must be in compliance with the park's Integrated Pest Management Plan. All control actions must be approved by the Resources Management Division. Management Directive for Pest Management is attached as Exhibit # 4.

F. Safety and Maintenance - Concessioner Vehicles

All transportation vehicles are to be maintained in good mechanical condition, be safe to operate, and meet all State requirements. Vehicles will be inspected monthly to ensure safety, performance and reduce emissions.

V. Government-Owned Real and Personal Property Maintenance

The Concessioner shall be responsible for the repair, replacement, and maintenance of assigned government-owned real and personal property as may be necessary to maintain such property in good and operable condition. All expendable personal property replaced or purchased, by the Concessioner shall be the property of the Concessioner. Personal property owned by the government which has been replaced by the Concessioner shall be returned to the government for disposal. Interest in government-owned equipment replaced by the Concessioner will be retained by the government. All improvements to government structures shall become the property of the United States.

VI. Transport of Supplies and Equipment

The Concessioner is responsible for providing supplies and equipment at the chalet. Supplies and equipment are brought into the chalet by use of pack horses. Arrangements shall be made through the horse concessioner. Any problems encountered in this regard shall be reported to the Superintendent.

Helicopters are not used in support of this operation except in instances of emergency or overwhelming necessity, and only with prior approval of the Superintendent.

NATIONAL PARK SERVICE

GLACIER WILDERNESS GUIDES, INC.

__Gary Brandow (for)_____
Superintendent

__Cris Coughlin_____
President

__6/24/04_____
Date

__6/18/04_____
Date

Land Assignment Maps

PROPOSED PROJECT REVIEW FORM -- GLACIER NATIONAL PARK

This form is to be completed and submitted to the Concessions Office to obtain approval to proceed with the proposed project. Compliance and approval processes can take a considerable amount of time. Please submit this form early. This form provides the NPS with all information needed for compliance with the "Design Review Process" and the park's project compliance process.

1. Project Title:
2. Concessioner:
3. Project Location
4. Project Description: (Include what the project entails, types of material to be used, identify each natural and cultural resource affected as well as the intensity of effects to any historic structure.)
5. Explain why the action is needed:
6. List other alternatives considered and why they were rejected:
7. Describe any ground disturbance that would occur to the site.
8. Outline Time Schedule for completing project design:
9. Outline Time Schedule for Completing Proposed Project:
10. Estimate Project Cost: _____
11. Documentation (attach):
 - (1) Photographs of existing conditions.
 - (2) Site plans.
 - (3) Preliminary designs or construction documents.
12. If cultural resources are involved the proposed action will (check as many as apply):
 - 1) FABRIC
 - ____ Destroy historic fabric.
 - ____ Remove historic fabric.
 - ____ Replace historic fabric in kind.
 - ____ Add nonhistoric elements from a historic structure.
 - ____ Remove nonhistoric elements from a historic structure.
 - 2) HISTORIC SCENE
 - ____ Alter historic terrain, groundcover, or vegetation.
 - ____ Introduce nonhistoric elements (visible, audible, or atmospheric) into a historic setting or environment.

- _____ Reintroduce historic elements into a historic setting or environment.
- _____ Remove historic elements from a historic environment.
- _____ Remove nonhistoric elements from a historic environment.

3) ARCHEOLOGICAL RESOURCES

- _____ Disturb, destroy, impair, or render inaccessible archeological (surface and nonsurface) resources.
- _____ Possibly disturb presently unidentified archeological resources or historic fabric.

4) ETHNOGRAPHIC RESOURCES

- _____ Disturb, impair, alter or render inaccessible ethnographic resources.
- _____ Introduce inappropriate elements (visible, audible or atmospheric).
- _____ Possibly disturb presently unidentified ethnographic resources.

5) OTHER

- _____ Incur gradual deterioration of historic fabric, terrain, or setting.
- _____ Involve a land transaction, sale, or lease.
- _____ Other (Describe briefly):

6) Has area been disturbed in the past?

- _____No _____N/A _____Yes If yes, explain nature and intensity of disturbance.

Submitted By: _____ Date: _____

National Park Service Management Policies 2001

4.4.5 Pest Management

All park employees, concessionaires, contractors, permittees, licensees, and visitors on all lands managed or regulated by the National Park service will comply with NPS pest management policies.

4.4.5.1 Pests

Pests are living organisms that interfere with the purposes or management objectives of a specific site within a park, or that jeopardize human health or safety. Decisions concerning whether or not to manage a pest or pest population will be influenced by whether the pest is an exotic or a native species. Exotic pests will be managed according to the exotic species policies... Native pests will be allowed to function unimpeded, except as noted below. The Service may control native pests to:

- Conserve threatened, rare, or endangered species, or unique specimens or communities;
- Preserve, maintain, or restore the historical integrity of cultural resources;
- Conserve and protect plants, animals, and facilities in developed areas;
- Prevent outbreaks of a pest from invading uninfected areas outside the park; or
- Manage a human health hazard when advised to do so by the U.S. Public Health Service (which includes the Centers for Disease Control and the NPS Public Health Program), or to otherwise protect against a significant threat to human safety.

4.4.5.2 Integrated Pest Management Program

The Service conducts an integrated pest management (IPM) program to reduce risks to the public, park resources, and the environment from pests and pest-related management strategies. IPM is a decision making process that coordinates knowledge of pest biology, the environment, and available technology to prevent unacceptable levels of pest damage, by cost-effective means, while posing the least possible risk to people, resources, and the environment.

The service and each park unit will use an IPM approach to address pest issues. Proposed pest management activities must be conducted according to the IPM process prescribed in Director's Order #77-7: Integrated Pest Management. Pest issues will be reviewed on a case by case basis. Controversial issues, or those that have potential to negatively impact the environment, must be addressed through established planning procedures and be included in an approved park management or IPM plan. IPM procedures will be used to determine when to implement pest management actions, and which combination of strategies will be most effective for each pest situation.

Under the Service's IPM program, all pesticide use on lands managed or regulated by the Service, whether that use was authorized or unauthorized, must be reported annually.

4.4.5.3 Pesticide Use

A pesticide, as defined by the Federal Insecticide, Fungicide and Rodenticide Act, is any substance or mixture that is used in any manner to destroy, repel, or control the growth of any viral, microbial, plant, or animal pest. ...All prospective users of pesticides in parks must submit pesticide use requests, which will be reviewed on a case by case basis..The decision to incorporate a chemical...into a management strategy will be based on a determination by a designated IPM specialist that it is necessary, and that other available options are either not acceptable or not feasible.

4.4.5.4 Pesticide Purchase and Storage

Pesticides must not be stockpiled. No pesticides may be purchased unless they are authorized and expected to be used within one year from the date of purchase. Pesticide storage, transport, and disposal will comply with procedures established by the EPA, the State of Montana, and Directors orders #30A: Hazard Waste Management; Directors Order#77-1 Wetland Protection; and Directors order 77-7.

The Park Service IPM Biologist will meet with the concessioner once a year in the winter to review the IPM procedures required in Directors Order 77-7, to identify pest issues that will need to be addressed during the upcoming season, and to write annual IPM action plans for the upcoming season. The IPM Biologist will provide Contract Performance Specifications for the concessioner if an IPM subcontractor is to be hired.

OPERATING PLAN
 GLACIER WILDERNESS GUIDES, Inc., and GLACIER NATIONAL PARK - NATIONAL PARK SERVICE
 GRANITE PARK CHALET
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CONCESSIONS OPERATING PLAN
BETWEEN
GLACIER WILDERNESS GUIDES, INC.- GRANITE PARK
AND
GLACIER NATIONAL PARK - NATIONAL PARK SERVICE

This Operating Plan generally describes the operation of the accommodations, facilities and services authorized by the permit at a level the Secretary deems satisfactory in accordance with the provisions of Item 6 of the permit. It shall serve as a supplement to the current concession permit between Glacier Wilderness Guides, Inc. (Concessioner), and National Park Service (NPS), but it is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the permit.

In the event of any apparent conflict between the terms of the concessions permit and this operating plan, the terms of the concessions permit will prevail. This plan will remain in effect until superseded or amended.

I. MANAGEMENT, ORGANIZATION, AND RESPONSIBILITIES

A. Concessioner

The concessions operations management in Glacier National Park will be under the direction of an owner.

The owner may employ an on-site manager(s) who has the responsibility for carrying out the policies and directives of the National Park Service as well as those of Glacier Wilderness Guides, Inc., in the day-to-day operation at Glacier National Park; however, the overall responsibility for the operation, as outlined in the concession permit, remains the responsibility of the owner(s).

The owner(s) of Glacier Wilderness Guides, Inc. has the total responsibility for complying with the policies and directives of the NPS both in the operation and in policies. The owners will employ staff with the expertise to operate all services authorized under this permit.

The owner(s) has the responsibility of answering all National Park Service correspondence and written complaints, if any, in a prompt manner.

In order to achieve an effective and efficient working relationship between the concession operation and the NPS concessions management office, the owner(s) is required to designate one individual who has full decision-making authority to act in the capacity of liaison in all administrative/operational matters pertaining to the concession operation within Glacier National Park. This individual will be.....

B. National Park Service

1. Responsibilities of the Superintendent

The Superintendent is the key management official with responsibility for the total park operation, including concessions management. The Superintendent has the responsibility to carry out the policies and directives of the NPS, including contract management of the Concessioner. Through his/her designated representatives he will review, supervise, and coordinate the activities of the Concessioner within and as they relate to Glacier National Park, evaluating all concession operations, authorizing all improvements to facilities including construction and monitoring orientation and other activities involved in administering the contract.

2. Responsibilities of Staff Assistants

- a. Assistant Superintendent: Acts for the Superintendent in his absence or preoccupation and shares the responsibilities outlined above.
- b. Chief of Visitor Services (Chief Ranger): Responsible for law enforcement, search and rescue, fire management, fees, filming and special uses, lands and external programs, wilderness use management, trails and corral operations.
- c. Chief of Science and Resources Management: Responsible for cultural and natural resources.
- d. Chief Park Naturalist: Responsible for education, information, interpretation, and cultural resources.
- e. Park Facilities Manager: Responsible for roads, buildings and utilities maintenance, construction, rehabilitation.
- f. Chief of Administrative Management: Responsible for budget, finance, personnel, computer systems, purchasing and property management.
- g. Concessions Management: Consists of Chief of Concessions, Jan Knox, and two Concessions Management Specialists, Karene Manus and Kris Meredith. They coordinate the functions of other departments as they relate to the concession operations. They also assist the Superintendent by making recommendations on all aspects of the Concessioner's operation, perform evaluation inspections on concession operations, participate in training of Concessioner employees, and prepare comparability studies of rates and services provided by the Concessioner. They review complaints and operating problems with Concessioners and perform other duties as assigned by the Superintendent. They have delegated line authority from the Superintendent to make field decisions which pertain to the concessions operation, and act as liaison for the Superintendent and the Concessioner. Concessions personnel have responsibility for pre-opening/closing inspections, contract compliance reports, and periodic evaluations of all concession facilities and services.

II. SCOPE AND QUALITY OF SERVICES

A. General

The operation of accommodations, facilities and services authorized by the permit will conform to the evaluation standards set forth in National Park Service Guideline 48 and with this Operating Plan.

1. Reservations Office and Staffing

An easily accessible reservations office with regularly scheduled hours shall be maintained outside the park as a point of contact for park visitors wishing to stay at the chalet. Reservations service will be provided by a reservation center reachable by telephone or through the computer Internet. For reservations problems or contact during the season an office will be located in West Glacier and will be reachable by telephone at (406) 387-5555 or (800) 521-RAFT. The office shall be staffed with a minimum of one person during normal office hours. Office hours will be 9:00 am to 6:00 pm daily from mid-May through mid-September. Shorter hours must be approved by the Superintendent in advance.

2. Reservations

The Concessioner shall maintain a reservation system which accepts reservations by phone, mail and computer on a year round basis. A toll free number accessible from anywhere in the United States and Canada will be provided for making reservations. Staff will be familiar with and fully trained in visitor service and knowledge about Glacier National Park and the surrounding area. Tour groups shall not be booked on regularly scheduled basis so as to routinely deny service to small parties.

Commercial groups shall not reserve more than 50 percent of the available guest spaces five days per week. Commercial groups may reserve 100 percent of the guest accommodations not to exceed two days per week, excluding Friday and Saturday nights. Exceptions to this may be made on a case by case basis with the approval of the Superintendent.

Deposit or Cancellation policies will be explained to guests at the time a reservation is made and followed up with a copy of the written cancellation policy. A 25 percent per person deposit is required to hold a reservation. Cancellations received up to 30 days prior to the first night lodging will be refunded in full. Cancellations received between 30 and 14 days prior will forfeit their deposit. No refunds will be made for cancellations received less than 14 days prior to the first night lodging. Full payment is required 30 days prior. Changes to the policies must be approved by the National Park Service prior to implementation.

3. Guest Information

An information handout will be developed by the Concessioner, approved by the Superintendent, and provided to all guests prior to arrival. The handout will inform the guests what they need to bring with them for their comfort (sleeping bags, flashlight, food, food preparation gear, water, etc). Self sufficiency will be stressed to all potential guests. Guests should be informed that trailhead parking is limited and encouraged to use public transportation. Guests will be informed that any items or garbage brought in by them should be packed out of the chalet by them.

Guests will be greeted by the Concessioner's on-site personnel who will check guests into their rooms, explain the ground rules for use of the facilities and inform guests as to what is available.

Arrangements may be made with Mule Shoe Outfitters to transport guest backpacks from the Lake McDonald Stables, if available. Another option for transporting guest backpacks is to arrange sherpa service through Glacier Wilderness Guides. Availability of these services and fees would need to be discussed with these companies.

4. Transportation

A transportation or shuttle service to and from trailheads may be provided to guests staying overnight at the Chalet. No other persons shall be transported within Glacier National Park. Vehicles owned by the Concessioner and used to provide the shuttle service may qualify for a sticker which allows for entrance of staff members into Glacier National Park without charge. All visitors shall be required to pay an entrance fee upon entering the park. The concession employee driving the vehicle into the park is responsible for gathering individual entry fees or documentation of prior payment to present to the ranger at the entrance gate and, therefore, minimize the amount of time stopped at entrance gates.

The Concessioner shall ensure that all vehicles used for transportation within Glacier National

Park, in support of this concession operation, are maintained in good mechanical condition, are safe to operate, and meet all State and Federal requirements.

5. Communications

The Concessioner will maintain communications with the Glacier National Park communications center for emergencies and with their base operation for daily reservation information, resupply, etc, by use of a cellular phone. The phone will provide 24 hour contact with the manager or backup personnel. Battery powered or solar powered radios or cellular phones are acceptable. Cellular phone should have a direct feed from battery (not a slow trickle feed) to be effective. Mounting of solar panels for battery recharge must be approved by the Superintendent prior to installation.

6. Standard Operating Procedures

Standard procedures should be worked out ahead of time and reviewed by the Superintendent to allow consistent, common sense approaches to things like, hikers arriving without reservations when the chalet is full, injured or sick guest that cannot hike out when chalet is full the next night, etc.

7. Winterizing Facilities

See Maintenance Plan.

B. Equipment Maintenance and Storage

All tools and other equipment shall be clean, well maintained, and stored in an uncluttered manner. During the off-season, all concessioner tools, equipment, trash containers, etc. shall be stored as designated by the Superintendent.

C. Garbage

Assigned areas must be maintained in a safe, sanitary, and clean condition. Litter shall be collected and garbage stored in rodent and bear proof areas. Garbage shall be packed off of the mountain by the Concessioner on a regular basis (approximately once per week as needed) and removed from the park.

D. Overnight Accommodations

1. Capacity

By agreement with the State of Montana, no more than 40 people will be allowed to overnight in the Granite Park Chalet facilities. One of the spaces will be occupied by the NPS utilities operator. At least one space will be occupied by the Concessioner. At most this leaves 38 spaces available for guest use.

2. Accommodation Availability

The Concessioner is responsible to ensure that accommodations are made available to guests within a reasonable period. Check-out time is 11:00am and check-in time is 1:00pm. Guests should not be required to wait in excess of 2 hours from the established check-out time for the facility and the availability should never be later than 4:00 pm.

3. Environment

The Concessioner must ensure that all rooms are well ventilated, and free of offensive odors as well as insects and rodents or evidence thereof. Doors and windows, including screens, are to be sufficiently tight to deter the entry of rodents and insects.

4. Bedding and Bed Condition

The Concessioner is responsible for ensuring that mattresses are clean, odorless, non-sagging, free of lumps and sized to fit the bed frame or springs. Self sufficiency must be stressed to all potential guests so they are informed what they need to bring with them for their comfort (sleeping bags, flashlight, food, food preparation gear, water, etc).

5. Window Coverings

The Concessioner is responsible to ensure that all window coverings, including draperies, blinds or shades are cleanable and designed to provide for the guest's privacy. Window coverings must be maintained in a clean condition, free of dust, stains, tears, and present a good appearance.

6. Floors, Walls, Ceilings and Windows

The Concessioner shall ensure that floors and floor coverings are clean and free of tears and litter. Walls, ceilings, and windows must be clean and well maintained.

7. Fire protection

Battery powered smoke detectors will be located in each guest room. Fire extinguishers will be located in the kitchen and strategically throughout the facilities. Detectors and extinguishers will be maintained by the Concessioner. As replacements are necessary, this will be the responsibility of the Concessioner.

E. Kitchen and Public Areas

1. Public Access

Non-guests of the chalet (**day use visitors**) will be allowed access to the public dining room. They should be informed of the "pack-in, pack-it out" policy on refuse.

2. Library

A comprehensive library will be maintained at the Chalet to provide guests information regarding history of the chalets, the Great Northern Railroad and other topics pertinent to the chalet area.

3. Snack Sales

Commercially packaged snacks (such as candy bars) and commercially packaged meals (such as freeze dried backpacker meals) and limited first-aid items may be sold to guests by the Concessioner. Items offered for sale must be approved in advance by the Superintendent. The Concessioner is not authorized to prepare the meals for the guests.

4. Food Preparation

No food and beverage service will be provided by the Concessioner for guests. Guests will be allowed to use the propane stoves and designated food preparation area for preparing their own meals and will be expected to leave the area clean. Individual cook stoves will not be permitted. Cooking will be limited to the kitchen area. No food preparation, smoking, open flame lanterns, or candles will be allowed in guest rooms. The Concessioner shall oversee the food preparation area, making sure guests use stoves in an appropriate manner, clean up after themselves with appropriately filtered water (if used), and limit water use to the appropriate amount. Use of the kitchen and public area will be limited to specific hours when the Concessioner can oversee operations. These hours will be: Breakfast - 7:00 to 9:00 am, Lunch - 11:30 am to 1:30 pm, Dinner - 6:00 to 8:00 pm.

5. Water Usage

The water system will not be turned on. Under agreement with the State of Montana, no more than 100 gallons of waste water will be introduced to the system per day. This includes all waste water from employee personal hygiene, preparation of employee meals, kitchen and facilities clean up.

There is no potable water on site. Water should be collected from the water intake utilizing the existing trail for access or packed in by stock. Filtration and boiling will be necessary for water collected on site.

Water will be provided by the Concessioner only for the purposes of kitchen cleanup, not food preparation and consumption. Water that is available for guests will be signed that it is not potable water and to be considered safe it is to be boiled at a full boil for no less than 8 minutes or it must be filtered through an "Absolute" 1 micron filter, or one labeled as meeting American National Standards Institute (ANSI/NSF) (formerly the National Sanitation Foundation) International Standard #53 for "Cyst Removal" followed by disinfection. Add 8 drops of liquid chlorine bleach per gallon of water or another approved sanitizer and let stand for 30 minutes. Guests are expected to bring in their own sleeping bags, gear, food, water for drinking, water filters (optional), and cooking dishes and utensils.

Disposal of waste water will be monitored by the Concessioner to limit quantity to no more than 100 gallons per day.

6. Heating and Cooking Fuel

The Concessioner will supply all propane and approved and certified propane canisters used to supply the cooking stove, employee refrigerator and public area lights. Wood for wood stove will be provided by the Concessioner. Wood will not be collected in the park unless the Concessioner is directed to use dead and downed wood available in the area. Limited paper garbage may be burned in the wood stove.

7. Housekeeping

The Concessioner shall ensure that the kitchen and dining areas are well ventilated, free of litter and unpleasant odors, clean, attractively decorated and illuminated. Routine maintenance will be the Concessioner's responsibility (see Maintenance Plan for further details). Cleaning products used in the operation will be environmentally friendly products where possible.

8. First Aid Kits

The Concessioner shall maintain a first aid kit in the kitchen area. The kit will contain items useable in providing emergency first response. A list of example first aid items is included in Exhibit No 5. to this Plan.

9. Composting Toilet

The composting toilet facility will be available to all guests and day users in the area.

F. Employee Laundry and supplies

No washing of personal or Concessioner laundry will be permitted on site unless it can be shown that the waste water is disposed of appropriately, will not exceed the 100 gallon per day limit, and will not impact the guests use of the facilities.

Packing of supplies (such as propane, cleaning supplies, food for employees) and laundry will be the responsibility of the Concessioner.

No helicopter supply will be permitted.

III. OPERATIONAL

A. Forms of Payment

The Concessioner shall accept the following as payment for all services and merchandise:

- U.S. Currency
- Cashier's Checks and traveler's checks with proper identification
- Personal checks
- All major credit cards

B. Season, Hours of Operation, Rates, and Advertisements

The above information shall be submitted to the Superintendent for approval and listed in exhibits to this Operating Plan. During a normal year the operating season is expected to be July 1 closing after breakfast on the second Sunday in September. Reduction of this operating season requires prior approval of the Superintendent. Extensions of this season must be approved in advance by the Superintendent. Actual chalet opening and closing dates may be influenced by weather patterns, snowloads and trail conditions.

The Superintendent should be notified of any proposed changes to the office operating dates and hours by February 1 each year. Changes that reduce hours will not be made until approval is given by the Superintendent.

Rate schedules will list a maximum rate and a minimum service and must also be approved by the Superintendent. Rates and Schedules shall be prominently posted in the sales area (point of purchase). Rate proposals will be submitted to the Superintendent by February 1.

All advertisements and brochures must be approved by the Superintendent prior to publication, distribution, or broadcasting. All such publications must include a statement that the Concessioner is authorized by the NPS, Department of the Interior, to serve the public in Glacier National Park. Brochures

changes should be submitted for review by March 1.

IV. EMPLOYEES AND EMPLOYMENT

A. Employee Performance

All employees should be knowledgeable of specific area regulations and the purposes for these regulations, and shall be sufficiently trained to describe attractions and comment on resources of the area. All site management employees shall have knowledge of, or experience in, chalet operations, resource interpretation, standard first aid and CPR, terrain, and NPS Regulations pertaining to the operation. They should have knowledge of the park's Bear Management Plan and backcountry regulations.

B. Employee Attitude

Each employee is to project a hospitable, friendly, helpful, positive attitude and be capable of and willing to answer visitors' questions (about both job and general park information).

C. Training Requirements

An active, ongoing training program for development of necessary skills and techniques must be provided for all concession employees. These sessions shall stress work performance and also include product and service presentation, Standard First Aid and CPR, cleanliness, employee attitudes, and NPS philosophy and policy.

1. First Aid and CPR

A minimum of one Concession employee at the chalet must have current certification in American Red Cross Standard First Aid and CPR. A copy of certification for that employee must be provided to the Concessions Office prior to the opening of the chalet.

2. Bear Management Training

All Concessioner employees that will be located at the chalet must attend the NPS Bear Management Orientation Training, or have attended in the last three years.

3. Park Orientation Program

All new concession employees are required to attend an "NPS Park Orientation Program". All other employees are encouraged to attend. The Concessions Management Office will coordinate the dates/times for this training with the Concessioner.

4. Interpretive Training

The Concessioner is encouraged to have employees provide interpretation of park resources as part of the service to the public. The ability to speak clearly, possess good eye contact with the visitor, project good voice volume, and stimulate questions and/or comments from visitors should be encouraged.

5. Additional Training

The Concessioner will develop and present a training curriculum that trains employees on all aspects of customer service, safety, and Glacier National Park. This program will specifically include:

- (1) an annual formal training session on all subjects associated with the service involved and followed up by on-site training by the manager;
- (2) training to handle sudden weather changes and recognition of and treatment for hypothermia;
- (3) a comprehensive session on mountain safety to help employees understand the dangers of the environment and reduce accidents during employees' free time. This will include training in basic backcountry emergency care;
- (4) training to recognize and tactfully work with guests so that water is filtered and boiled properly and does not contaminate the common work area for others. An approach to educate and gain cooperation rather than penalize the guest will be used;
- (5) training on how to interact with animals in the backcountry; and
- (6) training on the natural history, geology, climatology, botany, history, flora, and fauna of Glacier National Park and the surrounding area. Training will include access to an extensive library, paying for guest speakers to conduct lectures and supporting employees to attend continuing education classes such as Glacier Institute courses. Training will also include why Glacier National Park, "The Crown of the Continent", should be protected.

D. Staffing

All facilities and services must be properly staffed to provide reasonable service to potential guests. In determining the appropriate level of staffing, consideration shall be given to the kind of service being rendered and situations or conditions which may be encountered by the Concessioner.

E. Employment of NPS Personnel/Spouse/Minor Children

The Concessioner will not employ in any status an NPS employee, their spouse, or their minor children without prior written approval of the Superintendent.

F. Native American Recruitment

The Concessioner will identify and develop personal contacts with schools on the Blackfeet Reservation and at the Salish and Kootenai Community College through which they will recruit qualified tribal members to work in the operation.

V. EVALUATIONS

In accordance with NPS-48, the Service reserves the right to enter the Concessioner's facilities at any reasonable time, for any inspection or when otherwise deemed necessary for the protection of the interests of the Service. In addition to Public Health and Safety evaluations, a Service representative will conduct periodic operational evaluations of the in-park facilities. Although these are normally unannounced evaluations, the Service will arrange for overnight accommodations one week in advance of the stay to avoid inconvenience to the Concessioner and other guests if accommodation by the Concessioner is necessary.

VI. COMPLAINTS

Throughout the normal operating season, corrective actions will be taken in response to any complaints received. The NPS and the Concessioner shall each promptly answer all written complaints, within 10 days, and provide each other with copies of their correspondence. The NPS is required to investigate all complaints and the Concessioner will cooperate with these investigations to determine what happened and why.

In order to facilitate the solicitation of visitor comments, the following notice will be prominently posted at all Concessioner cash registers or points of purchase.

"This service is operated by Glacier Wilderness Guides, Inc., a Concessioner under authorization with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Services and prices are approved by the National Park Service.

Comments regarding services may be sent to:

Superintendent
Glacier National Park
West Glacier, Montana 59936"

VII. DATA

In order for park managers to keep in touch with the operation, monitor visitor use, and detect visitor trends, certain data are required on a monthly, semi-annual, or annual basis. Specific information needed is listed below (forms to be copied and used to transmit this data are contained in the exhibits to this plan):

A. Visitor Use Data

DUE DATES: Monthly, by the 15th day of the month for the preceding month. (See Exhibit No. 2)

B. Accident Data

DUE DATES: To be summarized on a monthly basis and submitted in writing to the Superintendent by the 15th day of the month for the preceding month if accidents have occurred. If no accidents have occurred, a telephone call to the Concessions Office Secretary so stating will fulfill this reporting requirement. (See Exhibit No. 3)

C. Human Illness Reporting

Information on all human illnesses, whether employees or guests, is to be promptly reported to the park's Concessions Office. This information, along with other information received, will be evaluated by the Park Sanitarian to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Reports shall be made by telephone.

The information needed is listed in Exhibit 4.

D. Reduced Rates for Government Employees on Official Business

DUE DATES: Annually by September 30. The Concessioner is required to provide to the Superintendent a listing of all government employees granted reduced rates and the services provided. The Superintendent

will review the list and compare it to information available regarding official visitors and government employees authorized to receive reduced rates. (See Exhibit No. 5 - reference NPS 48, Chapter 30)

VIII. RISK MANAGEMENT (SAFETY) PROGRAM

A representative of Glacier Wilderness Guides, Inc. is encouraged to attend the NPS safety meetings.

A. Risk Management (Safety) Program

Per the Occupational Safety and Health Act of 1970 and "National Park Service Loss Control Management Program" Guideline NPS-50, the Concessioner will provide a safe and healthful environment for all of its employees and visitors.

The Concessioner shall maintain and implement a written "Documented Loss (Safety) Control Program" The program shall comply with the guidelines in NPS-48, Chapter 34 and include the following elements.

1. Management's policy statement, duties, employee's responsibilities, and administration
2. Inspection and Abatement.
3. Accident Investigation and Reporting.
4. Safety/Health Committee.
5. Training.
6. Emergency procedures.
7. Hazardous Waste Minimization and Disposal

The program will be reviewed and approved annually by the Superintendent. The Concessioner will be evaluated on implementation and compliance with the documented program at the end of each season.

B. Accident Reporting

The concession manager must report all accidents/incidents involving employees or guests to park headquarters as soon as possible but in no case later than 24 hours. A park ranger will investigate all visitor-related accidents and all employee accidents requiring attention.

An annual summary listing injury/accident types and employee lost days shall be provided to the park superintendent for analysis. The summary may include additional information as required by the superintendent. The summary will compare the present year to the same data from the previous year.

C. Fire Inspections

Glacier Wilderness Guides, Inc., personnel responsible for making fire inspections shall be made known to the NPS and shall accompany the NPS representative on all fire inspections.

D. Emergency Communication

A National Park Service employee will be on site and may be able to provide radio communication with

the Glacier National Park Communication Center during emergencies. The Concessioner is required to have a working means of communication (either radio or cellular phone) with their home base and the Glacier National Park Communication Center as a back up measure and to facilitate routine operations.

E. Lighting in Guest and Employee Sleeping Rooms

Guests will be expected to bring their own flashlights. A stockpile of emergency flashlights and batteries should be maintained by the Concessioner to prevent use of candles or other flammable lighting apparatus by guests.

IX. SECURITY AND PROTECTION

A. Law Enforcement/Internal Security

1. National Park Service

The NPS will respond to law enforcement situations in concessions facilities and grounds with available manpower.

2. Concessioner

The Concessioner is responsible for seeing that proper management control is exercised over employees so that the need to involve NPS staff is minimized. The Concessioner is also responsible for seeing that internal security measures are taken to minimize the potential for loss. The Concessioner will brief their managers on their responsibility to immediately report to park rangers, any and all incidents where a law or regulation may have been violated. The Concessioner will comply with 36 CFR 2.2, Lost and Found Property, regarding the collection and distribution of lost and found property.

The Concessioner shall provide, prominently mount, and maintain first aid kits at both chalet locations.

B. Fire Prevention and Suppression

1. National Park Service

The National Park Service is responsible for fire suppression activities, as well as monitoring where appropriate, for all fires on lands within the boundary of Glacier National Park. Response to wildland fire situations will be in accordance with the current Wildland Fire Management Plan. The National Park Service may conduct spot inspections of facilities operated by the Concessioner as a means of evaluating the Concessioner's fire prevention portion of the Loss Control Program. The NPS will respond to fire situations in concessions facilities or grounds with available manpower and fire suppression apparatus.

2. Concessioner

The Concessioner is responsible for implementing a fire prevention program and for maintaining all operations and facilities in a manner which minimizes the risk of fire. The Concessioner shall be required to maintain smoke detectors in each room of the chalet. Fire extinguishers must be mounted in locations as determined by the NPS fire inspector. All facilities will conform to the applicable National Fire Protection Association (NFPA) Codes unless specific

variance is granted by the National Park Service.

Fire Suppression - The Concessioner shall train and equip personnel for initial attack fire suppression to facilitate the evacuation of guests.

The concessioner will do the following :

Ensure fire extinguishers are tested and maintained in accordance with National Fire Protection standards. The adopted standard is National Fire Protection Association (NFPA 10) standard for Portable Fire Extinguishers, 1998 edition.

Test and maintain existing fire alarm systems in accordance with National Fire Protection standards. The adopted standard is NFPA 72 National Fire Alarm Code, 1999 edition.

Test and maintain existing fire suppression systems in accordance with National Fire Protection standards. The adopted standard is NFPA 25 standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems, 1998 edition.

Comply with NFPA codes and standards and the requirements of DO-58.

Conduct building inspections and maintenance of detection, alarm, and suppression systems.

NATIONAL PARK SERVICE

GLACIER WILDERNESS GUIDES, INC.

____Gary Brandow (for) _____
Superintendent

____Cris Coughlin _____
TITLE

____6/24/04 _____
Date

____6/19/04 _____
Date

2004 RATE SCHEDULE

GLACIER WILDERNESS GUIDES, INC.

Concessioner

ACCOMODATIONS AND FOOD

Service

GLACIER NP INTERMOUNTAIN REGION

Park REGION

GRANITE PARK CHALET

Location

DescriptionApproved Rate

-

Adult - per person per night

66.00

Child under 12 -per person per night

66.00

Optional linen service - per person per night

10.00

Rates Approved:

11/14/01

THESE RATES WILL REMAIN IN EFFECT UNTIL SPECIFIC CHANGES ARE APPROVED IN WRITING
BY THE SUPERINTENDENT.

From: Glacier Wilderness Guides, Inc.

To: Concessions Management Office
Glacier National Park

Subject: Monthly Visitor Use Report

In compliance with our Operating Plan, the following data is provided for the month of
_____.
Month/year

MONTHLY VISITOR USE REPORT

GRANITE PARK CHALET

Rooms _____
No. of guests _____

Total No. of Payroll Employees: _____
(End of the Month)

Signed: _____

Date: _____

From: Glacier Wilderness Guides, Inc.

To: Concessions Management Office
Glacier National Park

Subject: Monthly Accident Report

In compliance with our Operating Plan, the following data is provided for the month of _____.
Month/year

MONTHLY ACCIDENT REPORT

No. of Guest Accidents:

No. of Employee Accidents:

Comments and recommendations as a result of concessioners investigation:

Signed: _____

Date: _____

REPORTING HUMAN ILLNESSES

The following information should be acquired and promptly telephoned to the park Concessions Office, at 888-7909.

Ill Persons Name: _____

Address: _____

Phone Number: _____

Person's opinion as to what caused the illness:

What are the symptoms? (nausea, vomiting, diarrhea, fever, etc)

Do you know others that are ill?

Names?

How many?

What time did the illness come on?

In Cases of gastrointestinal symptoms, obtain times and places that foods, beverages, or water were consumed and a description of specifically what was consumed.

Times and places visited inside the park?

Times and places visited outside the park?

From: Glacier Wilderness Guides, Inc.
 To: Concessions Management Office
 Glacier National Park

Subject: Reduced Rates to Government Employees on Official Business

The following information relative to reduced rates is provided in compliance with our Operating Plan, for the period of _____ to _____.

<u>Date of Service Provided</u>	<u>Govt. Employee (s) Name/Agency</u>	<u>Service Provided</u>
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Signed

Date

EXAMPLE FIRST AID KIT SUPPLIES

Resuscitation kit (mouth mask for protection from communicable disease)

Ice packs

S.A.M. Splint

Gauze pads (4 large - 4 small)

Glucose (liquid glucose)

Large and small bandaids

Betadine swabs

Saline or sterile water for cleaning wounds and flushing eyes

Elastic wrap bandage

2 large triangular bandage (sling)

C.P.R. Mask (pocket mask)

2 sets rubber surgical gloves

1 roll white medical tape



United States Department of the Interior

NATIONAL PARK SERVICE CONCESSIONS MANAGEMENT PROGRAM

INTERMOUNTAIN REGION

Intermountain Support Office - Denver

12795 West Alameda Parkway

Post Office Box 25287

Denver, Colorado 80225-0287



IN REPLY REFER TO:

IMR-CM

GLAC004

DEC 16 1998

Ms. Cris Gavner, President
Glacier Wilderness Guides Inc.
P.O. Box 535
West Glacier, Montana 59936

Reference: Authorization No. CP-GLAC004-96

Dear Ms. Gavner:

As a result of the passage of P.L. 105-391, the National Park Service generally will not be able to enter into new long term concession Authorizations and permits until final adoption of new concession Authorizing regulations in accordance with the new law. Accordingly, pursuant to section 403(11) of P.L. 105-391, and upon return of a signed copy of this letter agreement to the undersigned, your concession authorization is hereby extended to December 31, 1999. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

The National Park Service will notify you when it issues a solicitation for award of new concession Authorization covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office, Attention: Judy Jennings, Chief, Concessions Management Program, no later than December 31, 1998.

Sincerely,

Michael Cook

~~EX~~ John E. Cook
Regional Director
Intermountain Region

Accepted:

Cris Coughlin
[Concessioner]

1/8/99



United States Department of the Interior
NATIONAL PARK SERVICE

Intermountain Region
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287



IN REPLY REFER TO:

IMDE-CM (CP-GLAC004-98, Granite Park Chalet)

CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

JUN 30 1999

Ms. Cris Coughlin, President
Glacier Wilderness Guides, Inc.
P.O. Box 535
West Glacier, Montana 59936

Reference Authorization: CP-GLAC004-98, (Granite Park Chalet)

Dear Ms. Coughlin:

As a result of passage of the "National Park Service Concessions Management Improvement Act of 1998" (Public Law 105-391) the National Park Service generally will not be able to enter into new long term concession authorizations until final adoption of regulations in accordance with the new law. Accordingly, pursuant to section 403(11) of Public Law 105-391, and upon return of a signed copy of this letter agreement to the undersigned, your Concession Authorization is hereby extended to December 31, 2000. All other terms and conditions of the Concession Authorization will remain the same, subject to the terms of Public Law 105-391.

The National Park Service will notify you when it issues a solicitation for award of new Concession Authorization covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office, Attention: Judy Jennings, Chief, Concessions Management Program, no later than July 30, 1999.

Sincerely,

for John E. Cook
Director
Intermountain Region

Accepted:

Concessioner

7/7/99
Date

Recvd
Action Office (*)
IMR
Cook
Crowley
Everhart
Frost
Halderman
Huff
Hutchinson
King
Montes
Sabin
Snyder
Stoll
Wheaton
SO's
Denver
Santa Fe
Land Resources
Denver



United States Department of the Interior

NATIONAL PARK SERVICE BUSINESS RESOURCES DIVISION

Intermountain Support Office - Denver
12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287

IN REPLY REFER TO:
C38 (IMDE-CM)

JAN 11 2001

Ms. Cris Coughlin
Glacier Wilderness Guides, Inc.
P.O. Box 535
West Glacier, Montana 59936

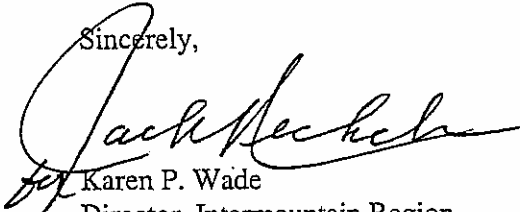
Dear Ms. Coughlin:

The National Park Service has begun the process of issuing prospectuses for new concession contracts. However, as a result of delays occasioned by the passage of P.L. 105-391 and the promulgation of related implementing regulations and standard concession contract language, the National Park Service generally will not be able to issue new long term concession contracts and permits for all expiring authorizations. Accordingly, pursuant to section 403(11) of P.L. 105-391 and 36 CFR §51.23, and upon return of a signed copy of this letter agreement to the undersigned, your concession authorization No. CP-GLAC004-98 is hereby extended to December 31, 2001, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

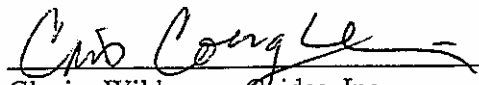
The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office.

Sincerely,


for Karen P. Wade
Director, Intermountain Region

Accepted:

 1/23/01
Glacier Wilderness Guides, Inc.



United States Department of the Interior

NATIONAL PARK SERVICE INTERMOUNTAIN REGION

12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287

IN REPLY REFER TO:

C38 (IMDE-CM)

DEC 17 2001

Glacier Wilderness Guides, Inc.
Ms. Cris Coughlin
P. O. Box 535
West Glacier, Montana 59936

Re: National Park Service Concession Permit No. GLAC004A

Dear Ms. Coughlin:

The National Park Service has begun the process of issuing prospectuses for new concession contracts. However, as a result of delays occasioned by the passage of P.L. 105-391 and the promulgation of related implementing regulations and standard concession contract language, the National Park Service generally will not be able to issue new long-term concession contracts and permits for all expiring authorizations. Accordingly, pursuant to Section 403 (11) of P.L. 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter agreement to the undersigned, your concession authorization is hereby extended to December 31, 2002, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return the fully executed letter to this office by December 31, 2001. A pre-addressed envelope is enclosed for your convenience. We have enclosed a copy of the letter for your files.

Sincerely,

Karen P. Wade
Director, Intermountain Region

Accepted:

Concessioner

12-30-01
Date

Enclosures



United States Department of the Interior

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION12795 West Alameda Parkway
Post Office Box 25287
Denver, Colorado 80225-0287

IN REPLY REFER TO:

C38 (IMDE-CM)
GLAC004A

NOV 14 2002

Glacier Wilderness Guides, Inc.
11970 Hwy 2 East
West Glacier MT 59936

Ms. Chris Coughlin:

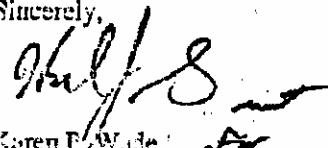
The National Park Service is continuing the process of issuing prospectuses for new concession contracts. However, as a result of delays created by the number of expiring permits and contracts, the National Park Service has determined that a two-year extension of your current concession authorization is necessary.

Accordingly, pursuant to Section 403 (11) of P.L. 105-391 and 36 CFR § 51.23, and upon return of a signed copy of the letter agreement to the undersigned, your concession authorization is hereby extended to December 31, 2004, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

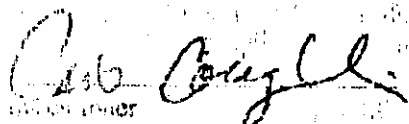
The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return the fully executed letter to this office by December 31, 2002. A pre-addressed envelope is enclosed for your convenience. We have enclosed a copy of the letter for your files.

Sincerely,


Karen E. Wade
Director, Intermountain Region

Accepted:


Chris Coughlin
Date: 12/18/02